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Attorneys for Defendant
JPMORGAN CHASE BANK, N.A.,
erroneously sued as CHASE BANK USA, N.A.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NATHAN THEW,
Plaintiff,

vs.

CHASE BANK USA, N.A.
Defendant.

) Case No. 5:17-cv-01692-R(JPRx)

) [Assigned to Hon. Jean P. Rosenbluth]

) **STIPULATED PROTECTIVE ORDER**

1 In anticipation of discovery that may reach confidential and proprietary
2 business information, plaintiff Nathan Thew and defendant JPMorgan Chase Bank,
3 N.A., erroneously sued as Chase Bank USA, N.A., hereby stipulate as follows:

4 1. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve production
6 of confidential, proprietary, or private information for which special protection from
7 public disclosure and from use for any purpose other than prosecuting this litigation
8 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
9 to enter the following Stipulated Protective Order. The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to discovery
11 and that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the
13 applicable legal principles. The parties further acknowledge, as set forth in Section
14 12.3, below, that this Stipulated Protective Order does not entitle them to file
15 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
16 that must be followed and the standards that will be applied when a party seeks
17 permission from the court to file material under seal.

18 2. GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets and other valuable research,
20 development, commercial, financial, technical and/or proprietary information for
21 which special protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Such confidential and proprietary
23 materials and information consist of, among other things, confidential business or
24 financial information, information regarding confidential business practices, or other
25 confidential research, development, or commercial information (including
26 information implicating privacy rights of third parties), information otherwise
27 generally unavailable to the public, or which may be privileged or otherwise
28 protected from disclosure under state or federal statutes, court rules, case decisions,

1 or common law. Accordingly, to expedite the flow of information, to facilitate the
2 prompt resolution of disputes over confidentiality of discovery materials, to
3 adequately protect information the parties are entitled to keep confidential, to ensure
4 that the parties are permitted reasonable necessary uses of such material in
5 preparation for and in the conduct of trial, to address their handling at the end of the
6 litigation, and serve the ends of justice, a protective order for such information is
7 justified in this matter. It is the intent of the parties that information will not be
8 designated as confidential for tactical reasons and that nothing be so designated
9 without a good faith belief that it has been maintained in a confidential, non-public
10 manner, and there is good cause why it should not be part of the public record of this
11 case.

12 3. DEFINITIONS

13 3.1 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 3.2 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c).

18 3.3 Counsel (without qualifier): Outside Counsel of Record and In-House
19 Counsel (as well as their support staff).

20 3.4 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 3.5 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced or
26 generated in disclosures or responses to discovery in this matter.

1 3.6 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this action.

4 3.7 In-House Counsel: attorneys who are employees of a party to this
5 action. In-House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.

7 3.8 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.9 Outside Counsel of Record: attorneys who are not employees of a party
10 to this action but are retained to represent or advise a party to this action and have
11 appeared in this action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party.

13 3.10 Party: any party to this action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 3.11 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this action.

18 3.12 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 3.13 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 3.14 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 4. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.
4 However, the protections conferred by this Stipulation and Order do not cover the
5 following information: (a) any information that is in the public domain at the time of
6 disclosure to a Receiving Party or becomes part of the public domain after its
7 disclosure to a Receiving Party as a result of publication not involving a violation of
8 this Order, including becoming part of the public record through trial or otherwise;
9 and (b) any information known to the Receiving Party prior to the disclosure or
10 obtained by the Receiving Party after the disclosure from a source who obtained the
11 information lawfully and under no obligation of confidentiality to the Designating
12 Party. Any use of Protected Material at trial shall be governed by a separate
13 agreement or order.

14 5. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 6. DESIGNATING PROTECTED MATERIAL

24 6.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify – so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized
4 designations are prohibited. Designations that are shown to be clearly unjustified or
5 that have been made for an improper purpose (e.g., to unnecessarily encumber or
6 retard the case development process or to impose unnecessary expenses and burdens
7 on other parties) expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the mistaken designation.

11 6.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
20 page that contains protected material. If only a portion or portions of the material on
21 a page qualifies for protection, the Producing Party also must clearly identify the
22 protected portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents or materials available for
24 inspection need not designate them for protection until after the inspecting Party has
25 indicated which material it would like copied and produced. During the inspection
26 and before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this Order. Then, before
2 producing the specified documents, the Producing Party must affix the
3 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
4 portion or portions of the material on a page qualifies for protection, the Producing
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
6 markings in the margins).

7 (b) for testimony given in deposition or in other pretrial or trial
8 proceedings, that the Designating Party identify on the record, before the close of the
9 deposition, hearing, or other proceeding, all protected testimony.

10 (c) for information produced in some form other than documentary and
11 for any other tangible items, that the Producing Party affix in a prominent place on
12 the exterior of the container or containers in which the information or item is stored
13 the legend “CONFIDENTIAL.” If only a portion or portions of the information or
14 item warrant protection, the Producing Party, to the extent practicable, shall identify
15 the protected portion(s).

16 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive the
18 Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time. Unless a prompt challenge to a
25 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
26 substantial unfairness, unnecessary economic burdens, or a significant disruption or
27 delay of the litigation, a Party does not waive its right to challenge a confidentiality
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1 designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging
5 and describing the basis for each challenge. To avoid ambiguity as to whether a
6 challenge has been made, the written notice must recite that the challenge to
7 confidentiality is being made in accordance with this specific paragraph of the
8 Protective Order. The parties shall attempt to resolve each challenge in good faith
9 and must begin the process by conferring directly (in voice to voice dialogue; other
10 forms of communication are not sufficient) within 14 days of the date of service of
11 notice. In conferring, the Challenging Party must explain the basis for its belief that
12 the confidentiality designation was not proper and must give the Designating Party
13 an opportunity to review the designated material, to reconsider the circumstances,
14 and, if no change in designation is offered, to explain the basis for the chosen
15 designation. A Challenging Party may proceed to the next stage of the challenge
16 process only if it has engaged in this meet and confer process first or establishes that
17 the Designating Party is unwilling to participate in the meet and confer process in a
18 timely manner.

19 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
20 court intervention, the Designating Party shall file and serve a motion to retain
21 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
22 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
23 of the parties agreeing that the meet and confer process will not resolve their dispute,
24 whichever is earlier. Each such motion must be accompanied by a competent
25 declaration affirming that the movant has complied with the meet and confer
26 requirements imposed in the preceding paragraph. Failure by the Designating Party
27 to make such a motion including the required declaration within 21 days (or 14 days,
28 if applicable) shall automatically waive the confidentiality designation for each

1 challenged designation. In addition, the Challenging Party may file a motion
2 challenging a confidentiality designation at any time if there is good cause for doing
3 so, including a challenge to the designation of a deposition transcript or any portions
4 thereof. Any motion brought pursuant to this provision must be accompanied by a
5 competent declaration affirming that the movant has complied with the meet and
6 confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the
8 Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 the confidentiality designation by failing to file a motion to retain confidentiality as
12 described above, all parties shall continue to afford the material in question the level
13 of protection to which it is entitled under the Producing Party's designation until the
14 court rules on the challenge.

15 8. ACCESS TO AND USE OF PROTECTED MATERIAL

16 8.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this
18 case only for prosecuting, defending, or attempting to settle this litigation. Such
19 Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order. When the litigation has been terminated, a
21 Receiving Party must comply with the provisions of section 13 below (FINAL
22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party and Receiving Party’s Outside Counsel of
4 Record in this action, as well as employees of said Outside Counsel of Record to
5 whom it is reasonably necessary to disclose the information for this litigation and
6 who have signed the “Acknowledgment and Agreement to Be Bound” that is
7 attached hereto as Exhibit A;

8 (b) the officers, directors, and employees (including In-House Counsel)
9 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A);

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff, professional jury or trial consultants,
17 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
18 for this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure
21 is reasonably necessary and who have signed the “Acknowledgment and Agreement
22 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
23 ordered by the court. Pages of transcribed deposition testimony or exhibits to
24 depositions that reveal Protected Material must be separately bound by the court
25 reporter and may not be disclosed to anyone except as permitted under this Stipulated
26 Protective Order.

27 (g) the author or recipient of a document containing the information or
28 a custodian or other person who otherwise possessed or knew the information.

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2 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
3 OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this action as
6 “CONFIDENTIAL,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or
10 order to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include a
12 copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” before a determination by the court from which the
18 subpoena or order issued, unless the Party has obtained the Designating Party’s
19 permission. The Designating Party shall bear the burden and expense of seeking
20 protection in that court of its confidential material – and nothing in these provisions
21 should be construed as authorizing or encouraging a Receiving Party in this action to
22 disobey a lawful directive from another court.

23 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the
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1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-
8 Party that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by
14 the Non-Party.

15 (c) If the Non-Party fails to object or seek a protective order from this
16 court within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive to
18 the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that is
20 subject to the confidentiality agreement with the Non-Party before a determination
21 by the court. Absent a court order to the contrary, the Non-Party shall bear the
22 burden and expense of seeking protection in this court of its Protected Material.

23 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party’s

1 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
2 denied by the court, then the Receiving Party may file the information in the public
3 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

4 14. FINAL DISPOSITION

5 Within 60 days after the final disposition of this action, as defined in
6 paragraph 5, each Receiving Party must return all Protected Material to the
7 Producing Party or destroy such material. As used in this subdivision, "all Protected
8 Material" includes all copies, abstracts, compilations, summaries, and any other
9 format reproducing or capturing any of the Protected Material. At the request of the
10 Producing Party, the Receiving Party must submit a written certification to the
11 Producing Party (and, if not the same person or entity, to the Designating Party) that
12 (1) identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
16 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
17 and hearing transcripts, legal memoranda, correspondence, deposition and trial
18 exhibits, expert reports, attorney work product, and consultant and expert work
19 product, even if such materials contain Protected Material. Any such archival copies
20 that contain or constitute Protected Material remain subject to this Protective Order
21 as set forth in Section 4 (DURATION).

22 **IT IS SO STIPULATED.**

23 Dated: February 2, 2018

STROOCK & STROOCK & LAVAN LLP
JULIA B. STRICKLAND
SHANNON E. DUDIC
HOLLY A. FARLESS

25 By: /s/ Shannon E. Dudic
26 Shannon E. Dudic

27 Attorneys for Defendant
28 JPMorgan Chase Bank, N.A.

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ABBAS KAZEROUNIAN
JASON A IBEY

By: /s/ Jason A. Ibey
Jason A. Ibey

Attorneys for Plaintiff
Nathan Thew

IT IS SO ORDERED.

Dated: February 8, 2018

Hon. Manuel L. Real
United States District Judge

1 EXHIBIT A

2 AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on _____ [date] in the case of Nathan Thew v.
8 Chase Bank USA, N.A., Case No. 5:17-cv-01692-R(JPRx). I agree to comply with
9 and to be bound by all the terms of this Protective Order, and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment
11 for contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Protective Order to any person or entity
13 except in strict compliance with this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing this Order, even if
16 such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Order.

21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]

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Pursuant to L.R. 5-4.3.4(a)(2), I hereby certify that the content of this document is acceptable to Jason A. Ibey, counsel for Plaintiff, and that I have obtained Mr. Ibey's authorization to affix his electronic signature to this document.

s/ Shannon E. Dudic
Shannon E. Dudic

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CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2018, a copy of the foregoing
STIPULATED PROTECTIVE ORDER was filed electronically and served by
mail on anyone unable to accept electronic filing. Notice of this filing will be sent by
e-mail to all parties by operation of the court’s electronic filing system or by mail to
anyone unable to accept electronic filing as indicated on the Notice of Electronic
Filing. Parties may access this filing through the court’s CM/ECF System.

/s/ Shannon E. Dudic

Shannon E. Dudic